

AMENDMENT TO PAID-UP OIL AND GAS LEASE

Date: April 8, 2008

Date of Original Lease: December 15, 2007

Lessor: SMF Interests, LTD., a Texas limited partnership.

Lessor's Address: SMF Interests, LTD
Attn: Mr. Bill Conley
6363 North Highway
Suite 375
Irving, Texas 75038

Lessee: Chesapeake Exploration, LLC, an Oklahoma limited liability company, as assignee of Reichmann Petroleum Corp., a Texas corporation, under the terms of the assignment dated September 11, 2007, and recorded at instrument number D207331591 of the Official Public Records, Tarrant County, Texas.

Lessee's Address: Chesapeake Exploration, LLC
P. O. Box 18496
Oklahoma City, OK 73154

Property: 2.598 acres, more or less, situated in the J. Gibson Survey, A-586, Tarrant County, Texas, and being the same tract of land described in a deed dated December 16, 2004 to SMF Interests, LTD., from DFW – North #2, LTD., as recorded at Instrument Number D204397570, of the Official Public Records of Tarrant County, Texas.

For the sum of ten dollars and other good and valuable consideration paid to each of the undersigned, the receipt and sufficiency of which are hereby acknowledged and in consideration of the mutual covenants and benefits arising hereunder, the undersigned do hereby amend that certain Paid-Up Oil and Gas Lease made and entered into on the Date of Original Lease between Lessor and Lessee, above, as follows:

1. Notwithstanding the provisions in the Lease, Exhibits, Addendums and/or previous Amendments, the provisions of this Amendment supersede any provisions to the contrary contained in the lease referenced above or any Exhibits, Addendums and/or previous Amendments associated with the Lease, however, all other provisions of the Lease not addressed or referenced in this Amendment remain in full force and effect.

2. Units pooled primarily for oil shall not exceed 40 acres in each in area, and units pooled primarily for gas shall not exceed 450.00 acres each in area, plus or minus 10% in total size, provided that, should any governmental authority having jurisdiction prescribe the creation of larger units for maximum allowable production, any unit created hereunder may conform substantially in size with those so prescribed.

IN WITNESS WHEREOF, this Amendment is executed by each of the undersigned as of the date such execution is acknowledged, but the same shall be effective for all purposes as of the date of the Lease.

LESSOR:

By: [Signature] 2 JUNE 2008
Bill Conley, Managing General Partner
SMF Interests, LTD.

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 3rd day of June, 2008
by Bill Conley, Managing General Partner of SMF Interests, LTD.



[Signature]
Notary Public, State of Texas

~~Amendment accepted by CHESAPEAKE ENERGY, LLC~~

~~Chesapeake Exploration, L.L.C.,~~

~~By _____
Its authorized agent~~

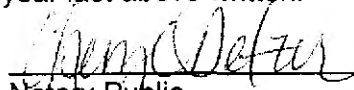
By: [Signature]
Henry J. Hood, Senior Vice President
Land and Legal & General Counsel

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

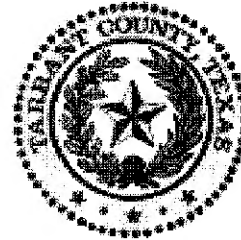
BEFORE me, the undersigned, a Notary Public in and for said County and State, on this 18th day of June, 2008, personally appeared Henry J. Hood, Senior Vice President – Land and Legal & General Counsel of **Chesapeake Exploration, L.L.C.**, and Oklahoma limited liability company, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such limited liability company, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Notary Public





CHESAPEAKE ENERGY CORP
301 COMMERCE 600

FTW TX 76102

Submitter: CHESAPEAKE ENERGY CORPORATION

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 06/25/2008 09:21 AM
Instrument #: D208243621
LSE 4 PGS \$24.00

By: _____



D208243621

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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